WVDNR District #2 Office Necropsy Lab Addition

Name of Vendor:	
	Harbel, Inc. WV000349
Address of Vendor:	11521 Milnor Ave
	PO Box 0358
	Cumberland, MD 21502
Phone Number of Vendor:	(301) 729-8303
affecting the cost of the widrawings, and specification complete all work in a work in a widrawings. Base Bid The Base Bid shall consi	ring examined the site and being familiar with the local conditions work and also being familiar with the general conditions to vendors, ons, hereby proposes to furnish all materials, equipment, and labor orkmanlike manner, as described in the Bidding documents. Set of construction of the facility and related work described in the long. Total Base Bid shall be indicated in the space below.
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Total Base Bid: Lump s for all labor, materials, as equipment as stipulated the Bidding Documents, written in figures.	nd
Total Base Bid: Lump stall labor, materials, and equipment as stipulated Bidding Documents, write	in the One hundred eighty nine thousand
<u> </u>	A TANKS AND AND A PARTY OF THE

words.

seven hundred dollars and zero cents

^{*} The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner *

WVDNR District #2 Office Necropsy Lab Addition

Additive Alternate 1 - Provide concrete parking area in lieu of graveled parking area:

The Base Bid shall consist of providing a gravel parking area as described in the drawings and specifications. The Additive Alternate 1 shall omit the gravel parking area in the base bid and provide a concrete paved parking area, including gravel sub-base, as described in the drawings and specifications Additive Alternate 1 shall be indicated in the space below.

Additive Alternate 1:
Lump sum for all labor,
materials, and equipment
as stipulated in the Bidding
Documents, written in
figures.

\$11,450.00

Additive Alternate 1:

Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Eleven thousand four hundred fifty dollars and zero cents

^{*} The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner *

		BID	BOND	
	KNOW ALL MEN BY	THESE PRESENTS, That we, the u	ndersigned, Harbel, Inc.	
	of Cumberland		, as Principal, and Fidelity and Deposit Com	pany
	of Cumberland		corporation organized and existing under the laws of the State	
Maryla	nd with its princ	ipal office in the City of Owings Mi	ls, as Surety, are held and firmly bound unto the	e State
of West	Virginia, as Obligee, in	the penal sum of Five Percent of	he Total Bid (\$5% of the Total Bid Al) for the payment of	which,
well and	I truly to be made, we jo	pintly and severally bind ourselves, o	ur heirs, administrators, executors, successors and assigns.	
	The Condition of the	above obligation is such that whe	reas the Principal has submitted to the Purchasing Section	of the
•	nent of Administration a t II Necropsy Laborat	· · · · · · · · · · · · · · · · · · ·	reto and made a part hereof, to enter into a contract in writing	for
<u>.</u>				
	NOW THEREFORE,			
	(a) If said bid sh	all be rejected, or		
-446	(b) If said bid s		shall enter into a contract in accordance with the bid or pr	
			equired by the bid or proposal, and shall in all other respects p gation shall be null and vold, otherwise this obligation shall re	
full force	e and effect. It is expr	essly understood and agreed that the	e liability of the Surety for any and all claims hereunder shall	
event, e	xceed the penal amour	nt of this obligation as herein stated.		
		ny extension of the time within whi	agrees that the obligations of said Surety and its bond shall b th the Obligee may accept such bid, and said Surety does	
	WITNESS, the following	ng signatures and seals of Principal	and Surety, executed and sealed by a proper officer of Princi	pal and
Surety, o	or by Principal individua	ally if Principal is an individual, this <u>5</u>	th day of September 2018	
	<u>.</u>	1991110		
Principa	Seal MARKE		Harbel, Inc.	
	State Contract	The state of the s	(Name of Principal)	
			By Din ! Morlole	
	§ (19	74 } 🛔	(Musilibe President, Vice President, or Duly Authorized Agent)	
		//	· · ·	
	19	AND	President (Title)	
Describe O		10119020.	Fidelity and Deposit Company of Maryland	4
Surety S	PEAI		(Name of Surety)	
			Earl RSC	
			Attorney-in-Fact	

Agency____ REQ.P.O#___

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of September , 2018 .







Michael Bond, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co. Attn: Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by DAVID MCVICKER, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael FETCHERO, Brian E. MCCLOSKEY, Maria K. MAYLES, Edward R. SEWARD, Lisa WINCHESTER, Shelley MCCABE, Kayla D. MCCULLOUGH and Jocelyn KAPTAIN, all of Cumberland, Maryland, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2018.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND







B)

Assistant Secretary
Dawn E. Brown

Axwell Black

Vice President
David McVicker

State of Maryland

County of Baltimore

On this 19th day of June, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, DAVID MCVICKER, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public My Commission Expires: July 9, 2019

Constance a Durin

State of West Virginia Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

<u>Instructions:</u> Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

or less, the ve	endor should mail the report to the public	authority issuing the contract.	
Contract Ider	ntification:		
Contract Num	ber: DNR1800000005		
	ose: District II Necropsy Laboratory		
	esting Work: State of West Virginia P	urchasing Division	
should check Inform	each box as an indication that the require	include each of the items listed below. The vendor ed information has been included in the attached report. g service to the requirements of <i>West Virginia Code</i> §	
☑ Name			
Average	Average number of employees in connection with the construction on the public improvement;		
☑ Drug to negativ (D) Ra	ve tests: (A) Pre-employment and new h	cluding the number of positive tests and the number of ires; (B) Reasonable suspicion; (C) Post-accident; and	
Vendor Cont	act information:		
Vendor Name	Harbel, Inc.	Vendor Telephone: (301) 729-8303	
Vendor Addre	ss: 11521 Milnor Ave	Vendor Fax: (301) 729-0163	
	PO Box 0358	Vendor E-Mail: davem@thebeltgroup.com	
	Cumberland, MD 21502		



P.O. Box 358 11521 MILNOR AVENUE CUMBERLAND, MD 21501-0358

TELEPHONE (301) 729-8303 FAX (301) 729-0163

September 5, 2018

Certified Drug-Free Workplace Report

- DRS Medical Revue Service is the laboratory that is certified and performs the drug tests.
- On average, Harbel, Inc. employs 23 employees.
- Drug test results for the past year are as follows

• Pre-employment 18 tests 0 positive

• Reasonable Suspicion 0 tests

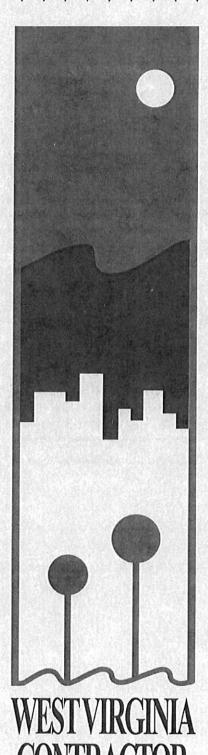
 Post-accident 0 tests

• Random 0 positive 5 tests



State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF WES	T VIRGINIA,		
COUNTY OF Ha	mpshire, TO	·WIT:	
_I , <u>David J. Mac</u>	lden, after	being first duly sworn, de	pose and state as follows:
1. I am an e	mployee of Harbel,	Inc. (Company Name)	; and,
2. I do hereb	y attest that Harbel		
	•	drug-free workplace policy Vest Virginia Code §21-1	
The above state	ments are sworn to u	nder the penalty of perjury	y.
	Print	ed Name: David J. Mado	len
	Sign	ature: Doil! Mobile	
		President	
	Com	pany Name: Harbel, Inc.	
		. 09/05/2018	
		re me this 5th day of Sec. 2019	eptember, 18
(Seal)	OTAPL COLLEGE	Mary (L) (Notary Public	Jaltenire
THE	OTAPLIA PRODUCTION OF COUNTY AND	V	Rev. July 7, 201



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV000349

Classification:

GENERAL BUILDING
GENERAL ENGINEERING
MULTIFAMILY
MASONRY
ROOFING

HARBEL INC DBA HARBEL INC PO BOX 358 CUMBERLAND, MD 21501-0358

Date Issued

Expiration Date

AUGUST 02. 2018

AUGUST 02, 2019

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee, Issued under provisions of West Virginia Code, Chapter 21, Article 11.

WEST VIRGINIA DIVISION OF LABOR LICENSING

1900 Kanawha Boulevard East

State Capitol Complex - Building 3, Room 200 - Charleston, West Virginia 25305 Email: Licensing@wv.gov - Fax: (304) 558-5174 - Telephone: (304) 558-7890 - Website: labor.wv.gov

NOTICE

Regulation of Heating, Ventilating and Cooling Work

Changes were made to §21-16 by the Legislature during the 2018 session which will allow qualified applicants with 2,000 hours of experience and/or training working on heating, ventilating and cooling systems to acquire an HVAC Residential Technician certification without taking an examination.

Once the Emergency Rule has been approved by the Secretary of State and becomes active, HVAC Residential Technician applications will be available at the Division of Labor and our website www.labor.wv.gov and the Division will begin accepting and processing.

The time-period to acquire a certification without examination expires on December 31, 2019.

January 1, 2020: <u>All</u> HVAC Residential Technician applicants will be required to submit an <u>examination score report</u> with their application/affidavit and applicable fee.

Classification Definitions

HVAC Technician means a person licensed to install, test, maintain and repair both residential and nonresidential heating, ventilating and cooling systems. Cost: \$75.00 per year.

HVAC Residential Technician means a person licensed to install, test, maintain and repair residential heating, ventilating, and cooling systems: *Provided*, That such persons may perform work on nonresidential heating, ventilating, and cooling systems subject to rules promulgated by the commissioner pursuant to §21-16-3 of this code. Cost: \$60.00 per year.

HVAC Technician in Training means a person with interest in and an aptitude for performing installation, maintenance, and repair work to a heating, ventilating, and cooling system as defined in this article, but who alone is not capable or authorized to perform heating, ventilating, and cooling system work unless directly supervised by an HVAC Technician or an HVAC Residential Technician. Cost: \$50.00 per year.

Current HVAC Technicians in Training having 2,000 hours of experience and/or training working on heating, ventilating and cooling systems may upgrade to an HVAC Residential Technician certification until December 31, 2019 without taking the HVAC Residential Technician examination.

Due to the addition of an HVAC Residential Technician classification during the 2018 Legislative session, the classification numbers have changed. (SEE CHANGES BELOW)

Technician remains 1
NEW Residential Technician is 2
Technician in Training is changing to 3

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name:	Harbel, Inc.			
Check this box is	Fno subcontractors will perform	o subcontractors will perform more than \$25,000.00 of work to complete the project.		
Subcontractor Name		License Number if Required by W. Va. Code § 21-11-1 et. seq.		
	.			
· · · · · · · · · · · · · · · · · · ·				
<u> </u>				
 				

20171020v

Attach additional pages if necessary.

WVDNR District #2 Office Necropsy Lab Construction

SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

- 9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

10. MISCELLANEOUS:

10.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager:	Jeremy Irons
Telephone Number:	(301) 729-8900
Fax Number:	(301) 729-0163
Email Address:	igirons@thebeltgroup.com

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Harbel, Inc.	
Authorized Signature: Dell. Market	Date: 09/05/2018
State of West Virginia	BANK WAY A. WAY A. H. J.
County of Hampshire , to-wit:	NOTAPLIA
Taken, subscribed, and sworn to before me this 5 day of September	2018 P PUBLIC
My Commission expires January 23, 20_18.	THE WOOD OF THE PARTY OF THE PA
	Alary Company in

AFFIX SEAL HERE

NOTARY PUBLIC Purchasing Affidavit (Revised 01/19/2018)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Dal 1	Malde	President	
(Name, Tit	ile)		
D	avid J. Madde	n - President	
	ame and Title)		
1	1521 Milnor Av	ve, Cumberland, MD 21502	
(Address)			
(3	<u>801) 729-8303</u>	(301) 729-0163	
(Phone Nu	mber) / (Fax Nur	nber)	
	avem@thebelt	group.com	
(email add	ress)		

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Harbel, Inc.	
(Company)	
Til ! Madde	President
(Authorized Signature) (Representat	ive Name, Title)
David J. Madden - Presid	
(Printed Name and Title of Authoriz	zed Representative)
09/05/2018	
(Date)	
(301) 729-8303 (301) 7	29-0163
(Phone Number) (Fax Number)	

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received: (Check the box next to each addendum received)	ived)	
X Addendum No. 1X Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5	Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10	
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.		
Harbel, Inc.		
Authorized Signature 09/05/2018		
Date		

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.